



EMBASSY OF THE
UNITED STATES OF AMERICA
P.O. BOX 606 -00621, VILLAGE MARKET
NAIROBI, KENYA

July 22, 2010

Dear Prospective Offeror:

SUBJECT: Solicitation Number SKE500-10-R-PR841651

The Embassy of the United States of America invites you to submit a proposal for taxi services.

The Embassy intends to conduct a pre-proposal conference, and all prospective offerors who have received a solicitation package will be invited to attend. See Section L of the attached Request for Proposals (RFP).

Submit your proposal in a sealed envelope marked "Proposal Enclosed" to the Contracting Officer, American Embassy, United Nations Avenue, Gigiri, P.O. Box 606-00621 Nairobi on or before 11.00 a.m. on Thursday August 23, 2010. No proposal will be accepted after this time.

In order for a proposal to be considered, you must also complete and submit the following:

1. SF-33;
2. Section B;
3. Section K, Representations and Certifications;
4. Additional information as required in Section L.

The contract completion date is specified in Section F of the solicitation.

Direct any questions regarding this solicitation to John Klimowski Contracting Officer by letter or by telephone 254 020 3636000 Ext 6084 during regular business hours.

Sincerely,


John Klimowski
Contracting Officer

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES <div style="text-align: right;">1 59</div>		
2. CONTRACT (Proc. Inst. Ident.) NO.			3. SOLICITATION NO. SKE500-10-R-PR841651		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY American Embassy United Nations Avenue, Gigiri P.O. Box 606-00621 Nairobi Phone: 254-2-3636000 Fax: 254-2-3636374					CODE		8. ADDRESS OFFER TO (If other than item 7)			
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in the Chancery CAC Transfer until 08/23/10 local time 11.00 a.m. (hour) (date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME ELIZABETH MULI-KIBUE			B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT 254 3636000 6367			C. E-MAIL ADDRESS KibueEM@state.gov		
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)			10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents) numbered and dated:			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		

24. ADMINISTRATION BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY FINANCIAL MANAGEMENT CENTER AMERICAN EMBASSY UNITED NATIONS AVENUE, GIGIRI P.O. BOX 606-00621, VILLAGE MARKET NAIROBI	CODE	
26. NAME OF CONTRACTING OFFICER (<i>Type or print</i>) JOHN KLIMOWSKI:em-k CONTRACTING OFFICER	27. UNITED STATES OF AMERICA (<i>Signature of Contracting Officer</i>)		28. AWARD DATE	

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide passenger transportation services vehicle with driver for the American Embassy, Nairobi in accordance with Section C - Description/ Specifications/Work Statement and the Exhibits contained in Section J of this contract. The period covered by this contract is addressed in Section F.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity, type contract with firm-fixed rates.

B.3 PRICING

B.3.1 General

(a) The Contractor shall provide the vehicles with driver the rates shown below.

(b) The quantities in B.3.2 are estimates only and are not guaranteed by this contract. See B.4 below for contractual minimum and maximum quantities.

(c) The Government may issue orders requiring vehicles at multiple locations. Except as specified in the Delivery-Order Limitations clause or in B.4, there is no limit on the number of orders that may be issued.

(d) Include any cost of Workers' Compensation and War-Hazard Insurance in the prices. This insurance shall not be a direct reimbursement.

(e) The Government will make payment in local currency.

B.3.2 Price Schedule

B.3.2.1. BASE YEAR OPTION PRICES

Daily and Hourly Rate Pricing:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
01	Sedan (Capacity 4, with driver	Daily	_____	_____30	_____

		Hourly	_____	_____30_____	
02	Minivan (Capacity 6-9), with driver	Daily	_____	_____5_____	
		Hourly	_____	_____5_____	
03	Coaches/Buses (Capacity 16-25), with driver	Daily	_____	_____2_____	
		Hourly	_____	_____2_____	

Total Estimated Amount (Daily and Hourly Combined):

B.3.3 FIRST OPTION YEAR PRICES:

Daily and Hourly Rate Pricing:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
04	Sedan (Capacity 4, with driver	Daily	_____	_____30_____	
		Hourly	_____	_____30_____	
05	Minivan (Capacity 6-9), with driver	Daily	_____	_____5_____	
		Hourly	_____	_____5_____	
06	Coaches/Buses (Capacity 16-25), with driver	Daily	_____	_____2_____	
		Hourly	_____	_____2_____	

Total Estimated Amount (Daily and Hourly Combined):

B.3.4

Daily and Hourly Rate Pricing:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
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07	Sedan (Capacity 4, with driver	Daily	_____	_____30	_____
		Hourly	_____	_____30	_____
08	Minivan (Capacity 6-9), with driver	Daily	_____	_____5	_____
		Hourly	_____	_____5	_____
09	Coaches/Buses (Capacity 16-25), with driver	Daily	_____	_____2	_____
		Hourly	_____	_____2	_____

Total Estimated Amount (Daily and Hourly Combined):

B.3.4 SECOND OPTION YEAR PRICES

Daily and Hourly Rate Pricing:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
10	Sedan (Capacity 4, with driver	Daily	_____	_____30	_____
		Hourly	_____	_____30	_____
11	Minivan (Capacity 6-9), with driver	Daily	_____	_____5	_____
		Hourly	_____	_____5	_____
12	Coaches/Buses (Capacity 16-25), with driver	Daily	_____	_____2	_____
		Hourly	_____	_____2	_____

Total Estimated Amount (Daily and Hourly Combined):

B.3.5 THIRD OPTION YEAR PRICES

Daily and Hourly Rate Pricing:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
13	Sedan (Capacity 4, with driver	Daily	_____	_____30	_____
		Hourly	_____	_____30	_____
14	Minivan (Capacity 6-9), with driver	Daily	_____	_____5	_____
		Hourly	_____	_____5	_____
15	Coaches/Buses (Capacity 16-25), with driver	Daily	_____	_____2	_____
		Hourly	_____	_____2	_____

Total Estimated Amount (Daily and Hourly Combined):

B.3.6. FOURTH OPTION YEAR PRICES

Daily and Hourly Rate Pricing:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Est.* Quantity</u>	<u>Total Est. Amount</u>
16	Sedan (Capacity 4, with driver	Daily	_____	_____30	_____
		Hourly	_____	_____30	_____
17	Minivan (Capacity 6-9), with driver	Daily	_____	_____5	_____
		Hourly	_____	_____5	_____
18	Coaches/Buses (Capacity 16-25), with driver	Daily	_____	_____2	_____
		Hourly	_____	_____2	_____

Total Estimated Amount (Daily and Hourly Combined):

* This estimated amount is based on total estimated Government requirements for this period of performance. If more than one award is made, the estimated amount of work awarded under task order(s) to any single Contractor will be less than the amount shown.

B.3.7.1 The above rates shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, drivers, communication equipment, and all vehicle operation expenses, including but not limited to fuel, oil, all other maintenance and insurance of such vehicles.

B.3.7.2 If the specified number of sedans, minivans, and shuttles/passenger vans are not available, the following substitutions are allowable:

- minivans substituted for sedans;
- coaches/buses substituted for minivans or sedans

Sedans shall not be used in place of minivan or shuttles/passenger vans. Simply stated, larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the Government.

B.3.7.3 The daily or hourly rate shall be charged for any consecutive 8-hour period within a calendar day. Any additional periods of 8 hours or any number of hours less than 8 hours within calendar day will be charged at the daily or hourly rate or hourly rate, whichever is less for the period. Portions of one hour may be divided into one-fourth hour increments and will be the smallest chargeable period of time. Each one-fourth hour increment shall be charged at one-fourth the established hourly rate.

B.8 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

B.8.1 Contract Minimum - During the contract period, the Government shall place orders for a minimum of KShs.500.00. This is the contract minimum for the five year contract period.

B.8.2 Contract Maximum - During the contract period, the amount of all orders shall not exceed KShs.20,000,000.00. This is the contract maximum for the five year contract period.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 GENERAL

The Contractor shall provide passenger transportation services for the American Embassy Nairobi. The Contractor shall provide all managerial, administrative, direct labor personnel, vehicles, drivers (if required by Section B), communication equipment, all running expenses (i.e., fuel, oil, etc) including all servicing and insurance of such vehicles that are necessary to accomplish all work required by this contract.

C.2 DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officer of the American Embassy, Nairobi.

"Services" means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

C.3 MANAGEMENT

C.3.1. Contracting Officer's Representative. The Contracting Officer's Representative (COR) is responsible for validating requests from vehicle users, and providing instructions for vehicle use to the Contractor on a daily or less frequent basis. See G.1 regarding the COR. The COR does not have authority to issue task orders under this contract. See G.3 for task order issuance.

C.3.2 Authorized Service Requesters. Each task order will list the names and phone numbers of all authorized service requester(s). Service requesters are only authorized to order service within the boundaries established in the task order and are not authorized to order services from vehicles that were not included in that task order.

C.3.3 Project Manager. The Contractor shall designate a Project Manager who shall be the Contractor's point of contact. The Project Manager shall be responsible for managing the Contractor's work under this contract, including delegating requests to drivers (if drivers are required by this contract) along with any instruction required, and ensuring a smooth and effective operation. The Contractor's Project Manager and telephone number are:

Project Manager: _____
Telephone Number: _____

C.3.4 Documentation of Usage. Each driver shall obtain a certifying signature from the vehicle user on Daily Vehicle Use Record (Attachment B) at the end of service each day. The Contractor shall attach a copy of this form to the invoice as a supporting document to verify the hours of service.

C.4 VEHICLE

C.4.1. Types of Vehicle. The Government requires the following types of vehicles, if ordered under this contract. All vehicles shall be of the latest model and in excellent condition with air-conditioning. The Contractor shall provide registration numbers before the vehicles are used.

Type	Size and Description
1. Sedans	Minimum 2 litre, four door, capable of carrying four passengers
2. Minivans	Capable of carrying 6 to 9 passengers
3. Coaches/Buses (S)	Capable of carrying 16-25 passengers

C.4.2 Replacement/Serviceing. The Contractor shall provide a replacement vehicle equivalent to the type that requires replacement, due to accident, breakdown, or any other reason, within one (1) hour of notice by the driver (if drivers are required by Section B) or by the COR.

C.5 COMMUNICATION EQUIPMENT

The Contractor shall provide two-way communication equipment (such as radios, cellular phones, or pagers) which shall be available for use by the driver at all times during the shift.

C.6 DISPATCH POINTS

C.6.1 Dispatch points will be stated in each individual task order. Examples of possible hotels and venues include but are not limited to the following:

- Embassy to Downtown (including MFA, Barclays, Memorial Site, –
- Embassy to State House
- Embassy to JKIA
- Embassy to Wilson Airport

- Embassy to Westlands (including Riverside Drive) Area
- Embassy to Eastleigh/Eastlands Area
- Embassy to Runda/Rosslyn Ridge
- Embassy to Muthaiga
- Westlands to JKIA
- Westlands to Wilson Airport
- Westlands to Downtown
- Westlands to Runda/Rosslyn Ridge
- Westlands to Muthaiga
- Westlands to Runda/Rosslyn Ridge
- Westlands to Eastleigh/Eastlands
- Eastleigh/Eastlands Area to Downtown (including MFA, Barclays, Memorial Site, –
- Eastleigh/Eastlands Area to State House
- Eastleigh/Eastlands Area to Wilson Airport
- Eastleigh/Eastlands Area to JKIA
- Eastleigh/Eastlands Area to Westlands (including Riverside Drive) Area
- Eastleigh/Eastlands Area to Runda/Rosslyn Ridge
- Eastleigh/Eastlands Area to Muthaiga
- Runda/Rosslyn Ridge to Downtown (including MFA, Barclays, Memorial Site, –
- Runda/Rosslyn Ridge to State House
- Runda/Rosslyn Ridge to JKIA
- Runda/Rosslyn Ridge to Wilson Airport
- Runda/Rosslyn Ridge to Westlands/Kileleshwa (including Riverside Drive) Area
- Runda/Rosslyn Ridge to Eastleigh/Eastlands Area
- Runda/Rosslyn Ridge to Muthaiga
- Embassy to Parklands
- Embassy to Muthurwa
- Embassy to Gachie/Banana Areas
- Embassy to Ndenderu/Nyathuna/Limuru Areas
- Embassy to Lower Kabete/KIA/Wangige
- Embassy to Spring Valley Peponi Rd.
- Embassy to Kangemi/Uthiru/Ndumbuini Areas
- Embassy to Dagoretti Market/Kikuyu
- Embassy to Dagoretti Corner/Kawangware
- Embassy to Hurlingham/Yaya Center/Kilimani Areas
- Embassy to Kibera/Olympic Estate
- Embassy to Lang'ata/Southlands/Otiende
- Embassy to Nairobi West/Madaraka Areas
- Embassy to Wilson Airport/Carnivore
- Embassy to South B & C Areas
- Embassy to Balozi, Muthaiga North
- Embassy to Bomas of Kenya/Karen/Karen Shopping Center Areas
- Embassy to KCCT Mbagathi/Ongata Rongai Areas
- Embassy to Ngong/Kiserian/Matasia

- Embassy to Buruburu/Pioneer Estates
- Embassy to Donholm/Tena/Greenfields/Jacaranda Estates
- Embassy to Umoja/Innercore
- Embassy to Komarock/Kayole Areas
- Embassy to Dandora
- Embassy to Ruai
- Embassy to Safari Park
- Embassy to Kasarani.Mwiki
- Embassy to Zimmerman/Kahawa West Areas
- Embassy to Kenyatta University Area
- Embassy to Ridgeways/Thindigwa Est., Kiambu Rd.
- Embassy to Juja
- Embassy to Makongeni, Thika
- Embassy to Embakasi/Nyayo Highrise

C.6.2 Level of Service. Vehicles shall be available to pick up passengers at the dispatch points listed in individual task orders within fifteen minutes of a request being made by the authorized requester. Vehicles shall be available to pick up passengers at the Jomo Kenyatta International Airport within fifteen minutes of the request from the authorized requester.

C.7 PERSONNEL

C.7.1 The Contractor shall provide qualified drivers for each vehicle specified in this contract. Drivers employed to perform services shall be experienced and competent in the performance of such services, and shall possess the appropriate license and insurance.

C.7.2 The Contractor shall provide the Government all information required for drivers with any security clearance, accreditation, vehicle access, and licenses required to provide services under this contract.

C.7.3 Standards. Each driver shall meet minimum standards including:

1. Compliance with the requirements listed in paragraphs H.1 through H.3.
2. English skills - Have a good level of English language skills.

3. Local knowledge - Be completely familiar with locations indicated in Section C.6.1 so as to know alternate routes should primary routes be impassable or otherwise not the best alternative at any given time.

4. License - Possess a Kenyan driver's license for sedans and passenger vans/shuttles, and a large passenger transport license for coaches.

C.7.4 Training. The Contractor shall provide training for all drivers in areas such as operating procedures and communication equipment/systems.

C.8. Personal Use by the US Embassy Employees: The Contractor may offer these rates for personal use by the US Embassy personnel except that those using these services for personal use will pay for their transportation at the time the services are provided. Personal trips are the responsibility of the employee and may not be included on the US Embassy monthly invoice. All US Embassy employees have identification that can be used to verify employment. This is not a contractual requirement on either the US Embassy or the contractor.

SECTION D - PACKAGING AND MARKING

(RESERVED)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
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52.246-4	Inspection of Services – Fixed Price (AUG 1996)
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E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<u>Services.</u> Performs all vehicle rental services set forth in the performance work statement (PWS)	C.1 thru C.8	All required services are performed and no more than one (1) customer complaint is received per month.

E.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed-Price (August 1996)), if any of the services exceed the standard.

E.2.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.242-15	Stop Work Order (AUG 1989)
52.242.17	Government Delay of Work (APR 1984)

F.2 PERIOD OF PERFORMANCE

The performance period of this contract is one year beginning 20 days following contract award with four one year options to renew.

F.2.1. OPTIONS

- (a) The Government may extend this contract in accordance with the option clause at Section I, clause 1.2. FAR Clauses Incorporated by Full Text (FAR 52.217-9, Option to Extend the Term of the Contract), which also specifies the total potential duration of the contract.
- (b) The Government may exercise the option set forth at Section I, "FAR 52.217-8, Option to Extend Services".

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. MONITORING OF THE CONTRACTOR

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Supervisor, Motorpool.

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 SUBMISSION OF INVOICES

G.2.1 The Contractor shall submit daily Vehicle Use Record to the Employee and provide monthly invoices to the COR. Monthly invoices shall be in an original and one copy to the Contracting' Officer's Representative (COR) at the following address:

American Embassy
United nations Avenue, Gigiri,
P.O. Box 606-00621
Nairobi

G.2.2 Each invoice shall only include billing for one task order. For example, if services are provided under two separate task orders overlapping the same time period, submit two invoices.

G.2.3 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment". Additionally, each invoice shall include the following information:

(1) Delivery Order Number;

- (2) Description, type and number of vehicles, hourly and/or daily rate, number of days/hours provided, and total amount.
- (3) Applicable Task Order as well as the Daily Vehicle Use Record (Attachment B) to support the number of hours worked with an approving signature of an appropriate company officer.

G.2.4 Payment. The Government will make all payments in Kenya Shillings.

G.3 ORDERING

G.3.1 Orders. All services under this contract shall be ordered on a Delivery Order Form OF-347 (Attachment A), issued by the Contracting Officer, as the need arises.

G.3.2 Pricing. Orders will include prices derived from the unit prices in Section B. Normally, each order will include a ceiling based, based upon multiplication of the unit prices by estimated quantities. The Contractor shall notify the COR when vehicle usage has reached a point of 75% of the total estimated amount. The Government may then modify the task order if necessary to add more funding and increase the vehicle usage estimates.

G.3.3 The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

H.1.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.1.2 Time Requirements. Within five days after contract award, the Contractor shall submit the following minimum number of names for drivers for the types of vehicles listed below:

<u>Type of Vehicle</u>	<u>Minimum Number of Drivers</u>
Sedan/minivan van	<u>35</u>
Coaches/Buses	<u>2</u>

H.1.3 Identity Cards. The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identify card(s) on the uniform at all times while on providing services under this contract. These identity cards are the property of the Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government.

H.2 STANDARDS OF CONDUCT

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(c) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is

participation in disruptive activities that interfere with normal and efficient Government operations.

(e) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(f) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

H.3 PERSONNEL HEALTH REQUIREMENTS

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation.

H.4 LAWFUL OPERATION, PERMITS, INSURANCE AND INDEMNIFICATION

(a) Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

(b) Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of such costs and must include all such costs in the fixed prices in this contract.

(c) Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

--negligence of the Contractor's personnel in the performance of this contract, or
--any cause arising from accidental, careless or irresponsible discharge of any firearms
assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance
policies

(d) Amount of Insurance. The Contractor is required to provide whatever
insurance is legally necessary. The Contractor shall, at its own expense, provide and
maintain during the entire performance period the following insurance amounts:

General Liability

(1) Bodily Injury stated in US Dollars:

Per Occurrence \$(unlimited)

Cumulative \$30,000.00

(2) Property Damage stated in US Dollars:

Per Occurrence \$(unlimited)

Cumulative \$30,000.00

The types and amounts of insurance are the minimums required. The
Contractor shall obtain any other types of insurance required by local law or that are
ordinarily or customarily obtained in the location of the work. The limit of such
insurance shall be as provided by law or sufficient to meet normal and customary
claims.

The Contractor agrees that the Government shall not be responsible for
personal injuries or for damages to:

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the Contractor's performance of this contract.

The Contractor shall hold harmless and indemnify the Government from
any and all claims arising, except in the instance of gross negligence on the part of the
Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

(e) Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

H.5 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

H.6 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within five (5) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government. In addition, the Contractor shall evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When a self-insurer provides coverage, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

H.7 ORDERING OFFICIAL

The Contracting Officer is the designated ordering individual for this contract.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-9	PERSONAL VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS - NEGOTIATION	MAR 2009
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS	OCT 1997
52.222-19	CHILD LABOR – COOPERATION WITH	

	AUTHORITIES AND REMEDIES	AUG 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	MAY 2001
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2008
53.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT (b)(2). . .30th day.	OCT 2008
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	JUL 2002
	ALTERNATE I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE ALTERNATE II (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2010
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

FAR Clauses Included in Full Text

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of Contract award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 vehicles/day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 30 vehicles for Sedan, 5 each for Minivan and 2 Coach/Buses per day;

(2) Any order for a combination of items in excess of 30 vehicles per day;
or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.5 DOSAR FULL TEXT CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

652.216-70 ORDERING - INDEFINITE - DELIVERY CONTRACT. (DEC 1994)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form (OF) 347, *Order for Supplies or Services* and Optional Form 348, *Order for Supplies or Services Schedule – Continuation*; or

(b) The Optional Form (OF) 206, *Purchase Order, Receiving Report and Voucher*, and Optional Form 206A, *Continuation Sheet*.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of

Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed

within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (AUG 1999)

(a) The Department of State observes the following days as holidays:

Date	Day	Holiday	Remarks
January 1	Friday	New Year's Day	American/Kenyan
January 18	Monday	Martin Luther King Day	American
February 15	Monday	President's Day	American
April 2	Friday	Good Friday	Kenyan
April 5	Monday	Easter Monday	Kenyan
May 1	Saturday	Labor Day	Kenyan
May 31	Monday	Memorial Day	American

June 1	Tuesday	Madaraka Day	Kenyan
July 5	Monday (Observed)	Independence Day	American
September 6	Monday	Labor Day	American
September 10*	Friday	Idd-UI-Fitr	Kenyan
October 11	Monday	Columbus	American
October 11	Monday	Moi Day	Kenyan
October 20	Wednesday	Kenyatta Day	Kenyan
November 11	Thursday	Veterans Day	American
November 25	Thursday	Thanksgiving Day	American
December 13	Monday (Observed)	Jamuhuri Day	Kenyan
December 24	Friday (observed)	Christmas Day	American
December 25	Saturday	Christmas Day	Kenyan
December 27	Monday(Observed)	Boxing Day	Kenyan
December 31	Friday (Observed)	New Year's Day	American

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, if the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

(e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without

loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

EXHIBIT A – Sample of Delivery Order

EXHIBIT B – Daily Vehicle Use Record

EXHIBIT C – Contractor Furnished Property

EXHIBIT A – Sample of Delivery Order – OF 347

ORDER FOR SUPPLIES OR SERVICES					PAGE OF PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.					1	
1. DATE OF ORDER		2. CONTRACT NO. (If any)		6. SHIP TO:		
				a. NAME OF CONSIGNEE		
3. ORDER NO.		4. REQUISITION/REFERENCE NO.				
				b. STREET ADDRESS		
5. ISSUING OFFICE (Address correspondence to)						
				c. CITY	d. STATE	e. ZIP CODE
7. TO:				f. SHIP VIA		
a. NAME OF CONTRACTOR						
				8. TYPE OF ORDER		
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY -- Except
				REF YOUR: _____		for billing instructions on the reverse, this
c. STREET ADDRESS				Please furnish the following on the terms		delivery order is subject to instructions
				and conditions specified on both sides of		contained on this side only of this form
d. CITY		e. STATE	f. ZIP CODE	this order and on the attached sheet, if		and is issued subject to the terms and
				any, including delivery as indicated.		conditions of the above-numbered contract.
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						
a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED						
12. F.O.B. POINT			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
13. PLACE OF						

a. INSPECTION		b. ACCEPTANCE				
17. SCHEDULE (See reverse for Rejections)						
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.			17(h) TOT.
SEE	21. MAIL INVOICE TO:					(Cont.
BILLING	a. NAME					pages)
INSTRUCTIONS						
ON	b. STREET ADDRESS (or P.O. Box)					
REVERSE						17(i)
	c. CITY	d. STATE	e. ZIP CODE			GRAND
						TOTAL
■ 22. UNITED STATES OF AMERICA BY (Signature)			23. NAME (Typed) TITLE: CONTRACTING/ORDERING OFFICER			

EXHIBIT B

Daily Vehicle Log

[illegible]

EXHIBIT C

CONTRACTOR FURNISHED PROPERTY

The Contractor shall provide all vehicles, communication equipment (radios, cellular phones, pagers), or administrative items required for performance under this contract. The Contractor shall maintain sufficient spare equipment/parts for all Contractor furnished materials to ensure uninterrupted provision of services as required by the contract.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).
TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(g) Common Parent.

____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

____ Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

K.4 52.204-8 Annual Representations and Certifications. (FEB 2009)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 485310.

(2) The small business size standard is 7 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination
Reserved

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). Reserved

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance—Sealed Bidding Reserved.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) – (xii). Reserved

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) Reserved

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below **[Offeror to insert changes, identifying change by clause number, title, date]**. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only,

and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APRIL 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not

be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ___o___ has not ___o___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.7. 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

K.8 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES
(JUN 2006)

- (a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local Nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local worker's compensation laws		Local Nationals: _____
(4) Local Nationals or Third Country Nationals where contract performance takes place in a country where there are local workers' compensation laws		Local Nationals: _____ Third Country Nationals: _____

- (b) The contracting officer has determined that for performance in the country of Kenya:

- Worker's compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

© If the bidder/offeror has indicated 'yes' in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

- (d) If the bidder/offeror has indicated 'yes' in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the

Department of State and the Department's Defense Base Act Insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

K.9 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

K.10. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representations (July 2009)

- (a) Definition. Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 USC 395 (b), i.e. a corporation that used to be a partnership in the United States but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country that meets the criteria specified in 6 USC 395 (b), applied in accordance with rules and definitions of criteria 6 USC 395 (c).
- (b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108)
- (c)Representation. By submission of its offer, the offer represents that it is not an inverted domestic corporation and is not a subsidiary of one.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

L.1.2 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Have an established business with a permanent address and telephone listing;
- (2) Be able to demonstrate prior experience with suitable references;
- (3) Have the necessary personnel, equipment and financial resources available to perform the work;
- (4) Have all licenses and permits required by local law;
- (5) Meet all local insurance requirements;
- (6) Have no adverse criminal record; and
- (7) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (8) Be able to understand written and spoken English

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for the performance of the services described in Section C and the Exhibits which are a part of this solicitation.

L.2.2. Summary of Instructions

Each offer must consist of the following physically separate volumes:

Volume

Title

No. of Copies*

1	Executed Standard Form 33, "Solicitation, Offer and Award", and completed Section K - "Representations, Certifications and Other Statements of Offerors"	<u>5</u>
2	Price Proposal and completed Section B - "Supplies Or Services And Prices/Costs"	<u>5</u>
3	Technical Proposal.	<u>5</u>

* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 33, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the appropriate volume of the offer.

L.2.3. Closing Date. The complete offer shall be received by the American Embassy Nairobi, located at the address indicated on the solicitation cover page, no later than August 23, 2010.

L.2.4 Detailed Instructions

(1) Volume I: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.

(2) Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B

(3) Volume III: Technical Proposal.

(a) Management Information – Provide the following:

- (1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
 - (2) A list of key management personnel and their profiles;
 - (3) A list of types, models, year made of vehicles to be provided;
 - (4) A list of communication equipment;
 - (5) Sources/ownership of vehicles provided and drivers provided – Vehicle ownership (such as company owned with employed drivers, owner-operated, subcontracted to your organization, etc.)
- (b) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:
- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
 - (3) Date of the contract award place(s) of performance, and completion dates;
 - (4) Contract dollar value;
 - (5) Brief description of the work, including responsibilities;
 - (6) Comparability to the work under this solicitation;
 - (7) Brief discussion of any major technical problems and their resolution;
 - (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
 - (9) Any terminations (partial or complete) and the reason (convenience or default).

L.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	APR 2008	Contractor Identification Number – Data Universal Numbering System (DUNS) Number
52.214-34	APR 1991	Submission of Offers in English Language
52.215-1	JAN 2004	Instructions to Offerors—Competitive Acquisition*

* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

L.5 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price contract indefinite quantity contract.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of

receipt from American Embassy, United Nations Avenue, Gigiri, P.O. Box 606-00621, Village Market, Nairobi.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)
(DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Michael Hoza, at 254 20 3636000 and fax 254 20 3636374. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

L.7 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit-loss) Statement that shows profitability for the past 5 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

652.228-74 DEFENCE BASE ACT INSURANCE RATES – LIMITATION (JUN 2006)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, 'covered contractor employees' includes the following individuals:

(1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

Local nationals and third country nationals where contract performance takes place in a country where there are no local worker's compensation laws.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost of for the DBA insurance:

Services @ \$4.00 per \$100.00 of employee compensation; or

Security Contractor/Guards without Aviation Exposure @ \$10.50 per \$100.00 of employee compensation; or

Construction @ \$5.50 per \$100.00 of employee compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their

proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.

L.8 PRE-PROPOSAL CONFERENCE

L.8.1. a pre-proposal conference to discuss the requirements of this solicitation will be held on August 10, 2010 at 9.30 a.m. at the American Embassy, United Nations Avenue, Gigiri, Nairobi. Offerors interested in attending should contact the following individual:

ELIZABETH MULI-KIBUE	3636367	3636374
NAME	TELEPHONE NUMBER	FAX NUMBER

L.8.2. Offerors are urged to submit written questions at least three days before the scheduled pre-proposal conference date, using the address provided in block 9 of Standard Form 33, Solicitation, Offer and Award, of this solicitation or by faxing the questions to the above fax number, marked to the attention of the above-named individual.

L.8.3. Attendees may also bring written questions to the proposal conference; however, if the answer requires research, there is no guarantee that the question will be able to be answered at that conference.

L.8.4. The Government's statements at the pre-proposal conference shall not be considered to be a change to the solicitation unless a written amendment is issued.

L.8.5. Following the conference, all prospective offerors who received a copy of the solicitation will be provided a copy of all questions presented in writing prior to the conference, along with answers. If the answer requires a change to the solicitation, a solicitation amendment will also be issued.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements of this solicitation.

M.1.2. Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

c) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

(1) adequate financial resources or the ability to obtain them;

(2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(3) satisfactory record of integrity and business ethics;

(4) necessary organization, experience, and skills or the ability to obtain them;

(5) necessary equipment and facilities or the ability to obtain them;

and

(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

M.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.